

A. G. Contract No. KR89-2694-TRD  
ECS File: JPA-89-126  
Project: 17MA214 H2292 01C  
Section: I-17 Union Hills TI  
COP. No. 59750

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

This Agreement supersedes a previous agreement under Secretary of State file number 13804.

THIS AGREEMENT is entered into August 13, 1991, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. City has adopted the "Drainage Report on Union Hills Drive, I-17 Freeway to 57th Avenue" by Erikson and Salmon, Inc. Alternate I of the report recommends a storm drain system be constructed along Union Hills Drive from 27th Avenue to 56th Avenue and adjacent streets. Alternate II of the report recommends the proposed trunk line of Alternate I, be increased in diameter and constructed at a lower elevation from 35th Avenue to 27th Avenue. In addition, a 72-inch storm drain be extended from 27th Avenue to the existing roadway sump at the Union Hills Drive underpass.

NO. <u>15970</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>8-13-91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Sylvio Regalado</u>

The State agrees to participate in the cost of the construction of Alternate II, which will mitigate the flooding problems and eliminate the pump station located at the Union Hills Drive and I-17 traffic interchange.

4. In addition, the City is proposing to construct additional lanes (one in each direction) to the existing Union Hills Drive, providing a six (6) lane typical section west and east of I-17. The State agrees to participate in the cost of improvements within State right of way to provide a continuous six (6) lane section through the Union Hills Drive traffic interchange for the benefit of the motoring public.

5. It is to the mutual advantage of the State and the City to landscape additional areas within the right of way on Union Hills Drive at the following location:

From centerline roadway station 71+75 to centerline roadway station 88+00, a net distance of approximately 0.31 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. State will:

a. Design traffic signal relocation for signals within the interchange area. Review City plans and provide comments as appropriate.

b. Coordinate with the City's contractor to salvage equipment from the existing pump station prior to the contractor's removal. See Exhibit "A" for a complete list of materials to be salvaged.

c. Be responsible for the cost of retaining walls, paving, signal relocation, signing, removal of the existing pump station, landscaping and storm drain improvements within State's right of way excluding the City's 42-inch storm drain to be constructed east of I-17.

d. Share in the cost of the storm drain improvements outside State right of way, at a rate of 18 percent, for the following items:

- i. 5225 L.F. of 114" storm Drain (or equivalent) between Sta. 19+88 and Sta. 72+10.

- ii. 859 L.F. of 72" storm drain (or equivalent) between sta. 72+10 and sta. 80+64.2
- iii. 6 Manholes between sta. 19+88 and 80+64.2
- iv. 1 Transition structure at sta. 72+10
- v. 1 Grated "sump" drainage structure reconstruction at sta 80+64.2.

The State's prorata share, as determined by the engineer's estimate, is the difference between Alternate I and Alternate II.

e. Reimburse the City within 60 days after receipt of an invoice for roadway improvements within State right of way and share in the cost of the storm drain improvements as outlined in l.d. above. The State's total participation for improvements, estimated at \$1,474,242, will be paid based on actual construction bid items.

f. In the event that actual construction bids exceed the estimated construction costs, consider an increase in participation up to ten percent (10%).

g. Reimburse the City for analysis/design of collection system within underpass area, in an amount not to exceed \$11,336.

2. City will:

a. Design storm drain and roadway improvements within said interchange, submit plans to the State for approval and incorporate State-prepared signal plans.

b. Direct design consultant to analyze collection system within the underpass area to determine if the storm drain system can accept 82 cubic feet per second (cfs) from the interchange area without flooding Union Hills Drive. If the specified flow can not be adequately passed through the interchange area without flooding, modification of plans will be made as appropriate.

c. Prepare landscape architectural plans for the landscaping and irrigation of the area specified in I.5. and submit them to the State for approval.

d. Call for bids and award one or more construction contracts. Include in the special provisions for the contractor to salvage equipment from the pump station and coordinate with the State's District I office for delivery of said equipment, prior to removal of the pump station. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation attributable to City.

e. Furnish and install necessary water services from water mains to the designated locations within the right of way.

f. Furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

g. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

h. Maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

i. Be responsible for cost of roadway improvements outside State right of way and the 42-inch storm drain to be installed to the east of I-17. Share in the cost of the storm drain improvements, as outlined in l.d. above, inside and outside State access control limits.

j. Upon completion of construction of the storm drain and roadway improvements, submit to State a copy of actual bid item construction costs and invoice at predetermined prorata for said improvements, in an amount not to exceed \$1,474,242 without prior approval.

k. In the event actual construction bids exceed the estimated construction costs, notify the State in writing requesting approval of the increase in cost. If necessary, be responsible for all construction costs exceeding the additional ten percent (10%) allowed by State.

l. Upon completion and acceptance, maintain the project in accordance with the Master Maintenance Agreement.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. The terms, conditions and provisions for the landscaping and irrigation portion of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Projects Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Phoenix  
Street Transportation Director  
125 E. Washington Street  
Phoenix, AZ 85004

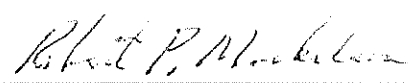
8. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal  
Corporation, Frank Fairbanks,  
City Manager

STATE OF ARIZONA  
Department of Transportation

By   
JAMES H. MATTESON, P.E.  
Street Transportation Director

By   
ROBERT P. MICKELSON, P.E.  
Deputy State Engineer

Attest:

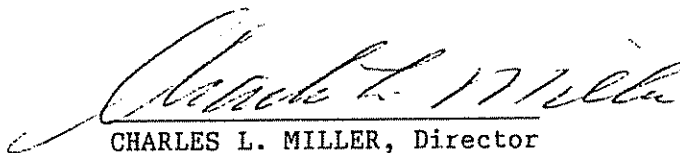
By   
VICKY MIEL  
City Clerk

2410j  
21JUN91

RESOLUTION

BE IT RESOLVED on this 16th day of October 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to construct improvements to the I-17 and Union Hills Traffic Interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

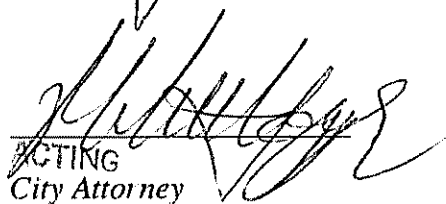
A handwritten signature in cursive script, reading "Charles L. Miller", is written over a horizontal line.

CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this 27<sup>th</sup> day of June, 1991.

  
\_\_\_\_\_  
ACTING  
City Attorney





Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert E. Corbin~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT

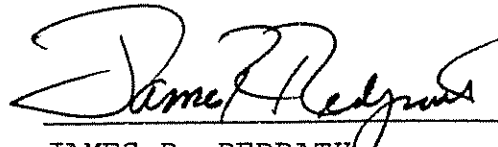
DETERMINATION

A. G. Contract No. KR89-2694TRD , an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8<sup>th</sup> day of August, 1991.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

GREEN - CITY CLERK  
 WHITE - CITY ATTORNEY  
 BLUE - CITY MANAGER  
 PINK - ACCOUNTS NOTIFICATION  
 CANARY - DEPARTMENT NOTIFICATION  
 BUFF - DEPARTMENT FILE COPY

CITY OF PHOENIX ARIZONA

## REQUEST FOR COUNCIL ACTION

ALL FORMS MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1.906.

1. To the City Manager:

JUL 12 8 02 AM '91

DATE June 14, 1991 19

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ FORMAL ACTION.

At the Town of Paradise Valley, there is hereby given the following description: Union Hills Drive from the intersection of Union Hills Drive and Black Canyon Freeway to the intersection of Union Hills Drive and 35th Avenue. The project is a paving and storm drainage improvement project. The project is a paving and storm drainage improvement project. The project is a paving and storm drainage improvement project.

**MAJOR STREET PROJECT**

**AGREEMENT BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND THE CITY OF PHOENIX**

**UNION HILLS DRIVE AT BLACK CANYON FREEWAY PAVING AND DRAINAGE IMPROVEMENTS**

## Council District 2

Request authority for the City Manager to execute an intergovernmental agreement with the State of Arizona through its Department of Transportation for paving and storm drainage improvements on Union Hills Drive in the vicinity of the Black Canyon Freeway Interchange.

Under terms of the agreement, A.D.O.T. will pay the cost of all paving, signalization, signing, retaining wall construction, and storm drain improvements constructed within A.D.O.T. right-of-way, with the exception of a new city-funded storm drain in Union Hills Drive east of the Black Canyon Freeway. In addition, A.D.O.T. will pay for 18% of the construction cost of the storm drain main in Union Hills Drive between the Black Canyon Freeway and 35th Avenue. All other paving and drainage improvement costs will be funded by the City of Phoenix in conjunction with the Union Hills Drive (35th Avenue to Black Canyon Freeway) paving and storm drain projects.

Estimated A.D.O.T. Funds \$1,475,000  
 Estimated City funds \$3,825,000

## BUDGET AND RESEARCH COMMENT:

The 1991-92 Major Streets Capital Improvement Program includes \$4.3 million for the City's portion of this

2. Budget (Surety) Required?

☐ Yes ☐ No

3. Bond submitted by low bidder?

☐ YES ☐ NO

4. Performance Bond (Surety) Required?

\$

5. SOURCE OF FUNDS:

Arizona Highway Users Fund

1988 Storm Sewer Bonds

P-871848 \$1,200,000

ST-874792 \$2,625,000

\$ 3,825,000

8 7 4 7 9 2

8 7 1 8 4 8 4 7 0 2

☐ BUDGETED ☐ SUPPLEMENTAL ☐ CONTINGENCY

X

12. Recommended by:

Department/  
FunctionDivision Head  
SignatureDepartment Head  
Signature

Assistant Street Transportation Director

Street Transportation Director

6. Emergency Clause?

☐ YES ☐ NOIF LESS THAN FIVE COUNCIL  
MEMBERS ARE PRESENT:☐ CONTINUE ONE WEEK☒ ADOPT WITHOUT EMERGENCY  
CLAUSE

7. Requested by:

Phone #

Robert Petrillo 26871

8. WP Document #:

9. Desired Agenda Date:

7-3-91

10. Formal contract required?

☐ Yes ☐ No

Previous contract #

11. Requisition #:

13. Approved as to availability of funds.

14. Approved:

MANAGEMENT &amp; BUDGET DIRECTOR

DEPUTY CITY MANAGER

CITY MANAGER

15. Council action taken:

Formal action:

RESOLUTION NO

17888

ORDINANCE NO

DATE

7-3

CONTRACT NO

59750

5231

CITY CLERK'S FILE NO

F2766/6115

ABANDON PUMP STATION ITEMSRemoval & Salvage Items

- 2 2780-Lb., 150 H.P. Industrial LPG-Driven Engines with Mufflers
- 2 2800-Lb. Fairbanks-Morse, Figure 6380, 8000 GPM Pumps
- 2 Drive Shafts
- 2 100-Gal. LPG Tanks
- 2 Battery Chargers
- 2 Sets of Nickel-Cadmium Rechargeable Batteries
- 1 Motorola and Interface Panel
- 1 ARMCO Flap-Gate, Model 10-C (24" Diameter)
- 1 16-Inch Dresser Coupling
- 30 L.F. 16-Inch-Diameter Steel Pipe

Removal & Disposal Items

- 25 L.F. 16-Inch-Diameter Steel Pipe
- 10 L.F. 24-Inch-Diameter C.M.P.
- 1 13' x 5' x 5' Reinforced Concrete Pump Discharge Box (4-Inch-Thick Roof, 6-Inch-Thick Walls and Roof)
- 409 S.F. of 6-Inch-Thick Reinforced Concrete Roof with Access Hatch
- 572 S.F. of 10-Inch-Thick Reinforced Concrete Walls with Diamond Mesh Vents
- 536 S.F. of 4-Inch Reinforced Concrete Floor with 11 1'6"-Deep, 26'6"-Long Supporting Beams
- 285 S.F. of 9-Inch, 13-Inch, and 23-Inch-Thick Reinforced Concrete Sump Walls
- 600 S.F. of Gunite Slopes and Concrete Steps
- Assorted Hangers, Small Piping, Electrical Conduit, Water Depth Probes, and Steel Ladders

Reconstruction Items

- 9 Storm Sewer Plugs, MAG Std. 427
- 300 C.Y. Structural Backfill
- 150 S.Y. Gunite Slope Paving